

**MINUTES OF THE COURT OF APPEAL  
STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT**

**July 27, 2001**

DIVISION ONE

B141804      Mosaic Semiconductor, Inc., et al.                      (Not for Publication)  
                 v.  
                 Austin Semiconductor, Inc., et al.

On Austin's appeal, the judgment in favor of Mosaic and against Austin is modified to conform to the jury's verdict in the total sum of \$4,225,000 and, as modified, is affirmed; the cause is remanded to the trial court with directions to enter, *nunc pro tunc*, a corrected judgment, and to make such other orders as may be necessary and appropriate. The order awarding attorneys' fees is affirmed. Mosaic's appeal is dismissed as moot. Mosaic is entitled to its costs of appeal.

Vogel (Miriam A.), J.

We concur:    Spencer, P.J.  
                 Mallano, J.

DIVISION THREE

B148343      People    (Not for Publication)  
                 v.  
                 Somphan V.

The judgment is affirmed.

Klein, P.J.

We concur:    Croskey, J.  
                 Aldrich, J.

DIVISION THREE (Continued)

B131993      County of Los Angeles      (Not for Publication)  
v.  
County of Los Angeles Assessment Appeals Board No. 4  
Atlantic Richfield Company

of      The judgment is affirmed insofar as it orders the Assessment Appeals Board to vacate its August 6, 1996 decision regarding applications 9326570, 9431385, 9508588, and 9543350. The judgment is modified insofar as it orders the matter scheduled for a de novo hearing. The trial court is ordered to remand the matter to the Assessment Appeals Board with directions (1) not to conduct a hearing de novo, but instead to make corrected and additional findings on all material issues using evidence in the administrative record; (2) to make written findings which specify the evidence upon which the Board's findings rely with citations to the administrative record, and which explain the Board's analysis of the evidence in reaching its conclusions, so as to comply with Revenue and Taxation Code section, *Topanga Assn. for a Scenic Community v. County Los Angeles*, *supra* 11 Cal.3d 506, and California Code of Regulations section 324, subdivision (e); and (3) to issue a new decision incorporating the Board's findings and addressing specific problems set forth in this opinion and otherwise consistent with this opinion. The judgment is affirmed insofar as it orders the Board, in the event the Board applies a cash flow method to appraise the property of Atlantic Richfield Company, to incorporate discounted case flow statements in the findings or in an appendix to the findings. Costs on appeal are awarded in favor of the Los Angeles County Assessor.

Kitching, J.

We concur:   Klein, P.J.  
                 Aldrich, J

DIVISION THREE (Continued)

B140179      Peter Hayshi                      (Not for Publication)  
                 v.  
                 Avi Lerner

The judgment is affirmed. Respondent(s) to recover costs.

Aldrich, J.

We concur:   Klein, P.J.  
                 Croskey, J.

B143733      Los Angeles County, D.C.F.S.      (Not for Publication)  
                 v.  
                 Andy S.  
                 In re Brittnee and Andrew S., Minors

The judgment is affirmed.

Aldrich, J.

We concur:   Klein, P.J.  
                 Croskey, J.

DIVISION FOUR

B142789      People                                      (Not for Publication)  
                 v.  
                 McDade

For the foregoing reasons, the judgment is affirmed.

Hastings, J.

We concur:   Epstein, Acting P.J.  
                 Curry, J.

DIVISION FOUR (Continued)

[illegible]

The appeal is dismissed. Treating the appeal as a petition for extraordinary relief, we grant a peremptory writ of mandate to compel the trial court to vacate the punitive damage award against Jones and to conduct a new trial on the issue of the amount of punitive damages only. In all other respects, the petition is denied so that the remaining relief awarded Loewen on his malicious prosecution claim shall stand. Costs are awarded to respondent Loewen. (Cal. Rules of Court, rules 26 and 56.4.)

Vogel (C.S.), P.J.

We concur: Hastings, J.  
Curry, J.

DIVISION SIX

B147202      San Luis Obispo County  
v.  
Superior Court of San Luis Obispo  
Munari

Filed order denying petition for rehearing.

## DIVISION SEVEN

B138373      Agency For The Performing Arts, Inc. et al.,  
v.  
The Walt Disney Company et al.,

The opinion filed in this matter on July 3, 2001 is hereby vacated.

DIVISION SEVEN (Continued)

B138373      Agency For the Performing Arts, Inc., et al.      (Not for Publication)  
v.  
The Walt Disney Company et al.

The judgment is affirmed on the breach of contract claim alleging a breach of the implied covenant of good faith and fair dealing as to the negotiation of license fees for seasons seven and eight of "Home Improvement." The judgment is also affirmed on the fifth cause of action for breach of implied covenant of good faith and fair dealing as to "third run" episodes. The judgment is reversed on the breach of contract claim alleging underpayment of commissions during seasons two through eight and the matter is remanded for trial.

The judgment is also reversed on the causes of action for: (1) open book account (second cause of action); (2) money had and received (third cause of action); (3) declaratory relief (tenth cause of action); and (4) tortious interference with contract and unfair business practices against The Walt Disney Company (sixth, seventh, eighth and ninth causes of action). As to these causes of action, on remand the trial court is ordered to conduct further proceedings to determine which of the second, third, sixth, seventh, eighth, ninth and/or tenth causes of action are entirely dependent upon or wholly duplicative of the breach of contract claim alleging a breach of the implied covenant of good faith and fair dealing. The trial court is ordered to grant summary adjudication on the causes of action the court determines to be entirely dependent upon or wholly duplicative of the alleged breach of the implied covenant of good faith and fair dealing. Causes of action the trial court finds, however, entirely dependent upon or wholly duplicative of the breach of contract claim alleging the underpayment of commissions during seasons two through eight shall proceed to trial.

In addition to the foregoing, on remand the trial court is ordered to reconsider, in light of California Rules of Court, rules 243.1 and 243.2, its February 9, 1998, and May 29, 1998, orders directing certain documents be filed under seal and to determine which documents in the entire

record, if any, should be filed under seal as provided in the California Rules of Court. Nothing in this opinion, including the fact this opinion is *not* filed under seal, should be interpreted as a determination concerning which documents in the record are entitled to be filed under seal pursuant to California Rules of Court, rule 243.1. In view of the remand to the trial court, the Metropolitan News Company's request to unseal the entire record is stricken as premature. Each party to bear its own costs on appeal.

Woods, J.

We concur: Johnson, Acting P.J.  
Boland, J. (Assigned)